REMARKS

Claims 1-11, 19, 21-22, 32, and 34-35 are pending in the above-identified application. Claims 1 and have herewith been amended. Claim 10 has been cancelled. Entry of the amendments is requested.

Claim Objections

Claim 1 has been amended to recite "cooling off period" rather than "cooling offer period" as suggested by the Examiner. Accordingly, withdrawal of the rejection is requested.

Claim Rejections – 35 U.S.C. § 112

Claims 1, 19, and 32 have been rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. Applicants respectfully traverse.

The Examiner asserts that the outcome of the request to cancel a first bid or offer is not recited, which the Examiner alleges makes the claim indefinite in that it is not clear if the request is successful or not. Applicants disagree.

Under 35 U.S.C. § 112, second paragraph, the proper inquiry is whether the language of the claim is such that a person of ordinary skill in the art could "interpret the metes and bounds of the claim *so as to understand how to avoid infringement.*" MPEP § 2173.02 (emphasis added). In other words, "the examiner must consider the claim as a whole to determine whether the claim apprises one of ordinary skill in the art of its scope and, therefore, serves the notice function required by 35 U.S.C. 112, second paragraph, by providing *clear warning to others as to what constitutes infringement of the patent.*" MPEP § 2173.02 (emphasis added).

In each of claims 1, 19, and 32, it is clear that a first and a second order are received, a determination is made that a difference between the prices of the first and second orders is greater than a predetermined amount, and a cooling off period timer is started as a result. The request is therefore used in combination with the price difference to trigger the start the timer. Claims 1, 19, and 32 are sufficiently clear to warn others as to what constitutes infringement without the addition of the outcome of the request to cancel the first

order. Indeed, the outcome of the request to cancel the first order is not a necessary for the operation of claims 1, 19, and 32 and therefore need not be included therein. *See* MPEP § 2163.05(I).

The Examiner further asserts that the "time frame" of suspension of the order received during the cooling off period remains permanent and the claim is rendered indefinite as a result. Applicants disagree. The claims do not anywhere recite that suspension remains permanent. The claims merely recite that the order to buy or sell the item are suspended for the buyer to realize a change in the first bid or offer. This may occur with a limited suspension, e.g., 2 seconds, or a permanent suspension, e.g., by blocking buy or sell orders. Claims 1, 19, and 32 are sufficiently clear in this respect to warn others as to what constitutes infringement.

The Examiner rejected claims 9 and 10 for insufficient antecedent basis. Claim 9 was amended to recite "suspending the order to buy or sell the item" instead of "wherein suspended trading". Claim 10 has been cancelled.

Claim Rejections – 35 U.S.C. § 102

The Examiner rejects claims 1-11, 19, 21-22, and 32 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,230,147 (Alaia *et al.*). Applicants respectfully traverse.

Claim 1 is directed toward a method that includes the step or steps of "starting a cooling off period timer when a difference between a price of the first bid or offer and a price of a second bid or offer replacing the first bid or offer is greater than a predetermined amount; receiving from a buyer or seller, during the cooling offer period, an order to buy or sell the item; and suspending the order to buy or sell the item for the buyer or seller to notice a change in the first bid or offer and the second bid or offer prices." Applicants submit again that Alaia fails to disclose or otherwise suggest this feature.

The Examiner asserts that Alaia discloses this feature at col. 14, lines 1-40. The Examiner is mistaken. At col. 14, lines 1-40, Alaia discusses a flexible overtime feature that is triggered based on the difference between the best bid and the next highest bid. "When overtime is triggered…, the server component adds the value of that lot's overtime parameter to the market closing time, adjusting the closing time accordingly." The difference between the highest and the next highest bid is therefore used to add time to an auction. This

is not the same as suspending an order as a result of the order being received during a cooling off period in accordance with claim 1.

The Examiner further asserts that Alaia discloses this feature at col. 10, lines 24-29. The Examiner is mistaken on this point as well. At col. 10, lines 24-29, Alaia discusses failsafe rules that requires additional bid confirmations if the bidder bids outside of a certain range. This is also not the same as suspending an order as a result of the order being received during a cooling off period.

Independent claims 19 and 32 recite features similar to those in claim 1 and are therefore patentable for at least the same reasons.

The dependent claims are patentable for additional reasons. While deemed unnecessary to argue these additional reasons at this time, given the arguments presented above, Applicants reserve the right to present such argument, including the interpretation of any terms of the claims, should it become necessary or desirable to do so.

CONCLUSION

For the above reasons, Applicants submit that claimed methods and systems are patentable over the references cited by the Examiner. Accordingly, reconsideration and allowance of pending claims are respectfully solicited.

The Examiner is invited to contact the Applicant's undersigned representative at 212-829-5407 to expedite prosecution.

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Respectfully submitted,

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Date

/Antonio Papageorgiou/
Antonio Papageorgiou
Reg. No. 53,431
Attorney for Applicants